

the Contractor and in effect on the date of this contract affording protection in whole or in part against loss or destruction of or damage to such Government property furnished for servicing, the amount and coverage of which the Contractor agrees to maintain, the Contractor further agrees to obtain any additional insurance covering such loss, destruction, or damage that the Contracting Officer may from time to time require. The requirements for this additional insurance shall be effected under the procedures established by the FAR 52.243 changes clause of this contract.

(e) The Contractor shall hold the Government harmless and shall indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property furnished for servicing or arising from the presence of that property on the Contractor's premises or property.

(End of clause)

**1852.245-73 Financial reporting of NASA property in the custody of contractors.**

As prescribed in 1845.106-70(d), insert the following clause:

**FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (AUG 2001)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in

these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by NASA. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

[65 FR 54816, Sept. 11, 2000, as amended at 66 FR 41806, Aug. 9, 2001]

**1852.245-74 Contractor accountable on-site Government property.**

As prescribed in 1845.106-70(e), insert the following clause:

**CONTRACTOR ACCOUNTABLE ON-SITE GOVERNMENT PROPERTY (MAR 1989)**

(a) In performance of work under this contract, certain Government property identified in the contract shall be provided to the Contractor on a no-charge-for-use basis by the installation's Supply and Equipment Management Officer. That property shall be utilized in the performance of this contract at the installation that provided the property or at such other installations or locations as may be specified elsewhere in this contract. The Contractor assumes accountability and user responsibilities for the property.

(b) Government property provided shall in every respect be subject to the provisions of the FAR 52.245 Government property clause of this contract. In addition, the contractor is responsible for managing this property in accordance with the guidelines provided by the installation's Supply and Equipment Management Officer or any other formally designated representatives of the Contracting Officer. The guidelines include but are not limited to requiring the Contractor to—

- (1) Use economic order quantity (EOQ) methods for routine stock replenishment;
- (2) Utilize the Federal Cataloging System;

**1852.245-75**

- (3) Comply with shelf-life requirements;
  - (4) Provide for accountability and control (using the NASA Equipment Management System (NEMS)) of all equipment costing \$1000 and over, plus that equipment designated as "sensitive";
  - (5) Provide for physical inventory of all controlled equipment at least every 3 years;
  - (6) Provide for sample inventories of materials plus complete inventories every 5 years;
  - (7) Conduct walk-through utilization inspections;
  - (8) Screen NEMS before acquiring any equipment costing \$1000 or over, plus equipment designated by the installation as sensitive and costing \$500 and over;
  - (9) Support the Equipment Acquisition Document (EAD) process; and
  - (10) Use Government sources as the first source of supply.
- (c) Data requirements relating to the guidelines in paragraph (b) of this clause are specified under section F, Deliveries or performance.

(End of clause)

**1852.245-75 Title to equipment.**

As prescribed in 1845.106-70(f), insert the following clause:

**TITLE TO EQUIPMENT (MAR 1989)**

- (a) In accordance with the FAR 52.245 Government property clause of this contract, title to equipment and other tangible personal property acquired by the Contractor with funds provided for conducting research under this contract and having an acquisition cost less than \$\_\_\_\_\_ [Insert a dollar value not less than \$5,000] shall vest in the Contractor upon acquisition, provided that the Contractor has complied with the requirements of the FAR 52.245 Government property clause.
- (b) Upon completion or termination of this contract, the Contractor shall submit to the Contracting Officer a list of all equipment with an acquisition cost of \$\_\_\_\_\_ [Insert the dollar value specified in paragraph (a)] or more acquired under the contract during the contract period. The list shall include a description, manufacturer and model number, date acquired, cost, and condition information, and shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606-5.
- (c) Title to the property specified in paragraph (b) of this clause vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) of this clause to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall

**48 CFR Ch. 18 (10-1-02 Edition)**

- not be the basis for any claim by the Contractor.
- (d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government property clause).
- (e) Title to the contractor-acquired property listed below shall vest with the Government.
- [List any contractor-acquired property for which vesting of title with the Government is appropriate or insert "None"].

(End of clause)

**1852.245-76 List of Government-furnished property.**

As prescribed in 1845.106-70(g), insert the following clause:

**LIST OF GOVERNMENT-FURNISHED PROPERTY (OCT 1988)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment \_\_\_\_\_ [Insert attachment number or "not applicable"] of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at \_\_\_\_\_ [Insert applicable site(s) where property will be used] and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

Item	Quantity	Acquisition cost	Date to be furnished to the contractor
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....

[Insert a description of the item(s), quantity, acquisition cost, and date the property will be furnished to the Contractor]

(End of clause)

**1852.245-77 List of installation-accountable property and services.**

As prescribed in 1845.106-70(h), insert the following clause:

**LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JUL 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which